

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM304075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Department Interactive Inc.		04/22/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	All Meal Plans, LLC		
<b>Street Address:</b>	10524 Moss Park Road		
<b>Internal Address:</b>	Suite 204-330C		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32832		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85808347	PALEO PLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9198294309		
<b>Email:</b>	tmgroup@hutchlaw.com		
<b>Correspondent Name:</b>	Devon E. White		
<b>Address Line 1:</b>	3110 Edwards Mill Road, Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	CFRC3.02		
<b>NAME OF SUBMITTER:</b>	Devon E. White		
<b>SIGNATURE:</b>	/DEW/		
<b>DATE SIGNED:</b>	05/09/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “*Agreement*”) is entered into as of April 22, 2014, by and between Department Interactive Inc., an Oregon corporation, (the “*Seller*”), and All Meal Plans, LLC, a Florida limited liability company (the “*Buyer*”). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Asset Purchase Agreement dated as of April 14, 2014 by and among the Buyer, the Seller and the sole stockholder of the Seller (the “*Purchase Agreement*”).

WHEREAS, the Buyer and the Seller have entered into the Purchase Agreement, pursuant to which the Buyer is acquiring certain assets of the Seller; and

WHEREAS, the registered trademark set forth on **Exhibit A** attached hereto (the “*Acquired Trademark*”) is among the Purchased Assets being sold, assigned and transferred by the Seller to the Buyer under the Purchase Agreement; and

WHEREAS, the Seller desires, by its execution and delivery of this Agreement, to evidence the assignment of the Seller’s title to the Acquired Trademark to the Buyer, pursuant to and subject to the terms and conditions of this Agreement and the Purchase Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer (and its successors and assigns), as purchaser of the Purchased Assets, all of the Seller’s entire right, title and interest in, to and under the Acquired Trademark, registered or unregistered, free and clear of all Liens or other encumbrances, other than that Lien on such Acquired Trademark to secure Buyer’s obligations under the Purchase Agreement, together with all common law and statutory right, title and interest in and to the Acquired Trademark, all goodwill relating thereto, and all rights of registration, maintenance, renewal and protection of the Acquired Trademark, including without limitation all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Acquired Trademark.

2. Subject in all respects to the Purchase Agreement, the Seller shall execute and deliver to the Buyer such documents as reasonably requested by the Buyer to register, evidence or perfect the Buyer’s rights under this Agreement.

3. All of the terms and provisions of this Agreement shall be binding upon the Seller and its successors and assigns and shall inure to the benefit of the Buyer and its successors and assigns.

4. This Agreement is executed for the purpose of evidencing and confirming the transfer of the Acquired Trademark from the Seller to the Buyer as provided in the Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Purchase Agreement as they relate to the Acquired Trademark, including any of the representations, warranties, covenants or indemnities set forth in the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement controls.

5. This Agreement and the Purchase Agreement constitute the entire understanding of the Parties, and supersede and preempt all prior oral or written understandings, discussions and

agreements with respect to the subject matter hereof. This Agreement or any provision hereof cannot be amended, changed or waived except in a writing signed by each Party hereto.

6. This Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise shall be resolved in accordance with the substantive laws of the State of Oregon without reference to any rules of conflict of laws.

7. Nothing in this Agreement, express or implied, is intended to confer upon any third party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

IN WITNESS WHEREOF, the Seller, by its duly authorized officer, has executed this Agreement, as an instrument under seal, on this 22 day of April, 2014.

**SELLER:**

**Department Interactive Inc.**

By:   
Name: Jason Glaspey  
Title: President

**Schedule A**  
**Acquired Trademark**

<b><u>Title</u></b>	<b><u>Serial / Registration No.</u></b>	<b><u>Application / Issue Date</u></b>
PaleoPlan: Design plus words, letters and/or numbers	Serial No. 85808347	Application Date: December 20, 2012  Published for Opposition: February 4, 2014